

RESOLUTION NO. 2018-120

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, APPROVING A SERVICE AGREEMENT WITH MOTOROLA, INC., TO PROVIDE THE CITY WITH PREVENTATIVE MAINTENANCE, RADIO REPAIR, TECHNICAL SUPPORT, INFRASTRUCTURE REPAIR, AND MICROWAVE SUPPORT, FOR ONE YEAR, COMMENCING ON OCTOBER 1, 2018 AND ENDING ON SEPTEMBER 30, 2019, FOR THE TOTAL AMOUNT OF \$359,669.15, PAYABLE IN EQUAL MONTHLY INSTALLMENTS OF \$29,972.43; AND AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY TO EXECUTE THE SERVICE AGREEMENT, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1", AND ANY OTHER DOCUMENTS NECESSARY TO GIVE EFFECT TO THE INTENT OF THE PARTIES AS SET FORTH IN THE TERMS OF THE AGREEMENT.

WHEREAS, Motorola, Inc. maintains, replaces and repairs Motorola equipment, and provides on-site technical and infrastructure support and microwave and FHAS support, all services integral to our public communications systems; and

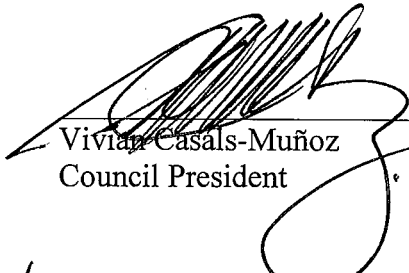
WHEREAS, the City finds it is in the best interest, health and welfare of the community to contract with Motorola, Inc., to continue providing uninterrupted technical and support services to the City's public communications systems.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City Council of the City of Hialeah, Florida hereby approves a Service Agreement with Motorola, Inc., to provide the city with preventative maintenance, radio repair, technical support, infrastructure repair, and microwave support, for one year, commencing on October 1, 2018 and ending on September 30, 2019, for the total amount of \$359,669.15, payable in equal monthly installments of

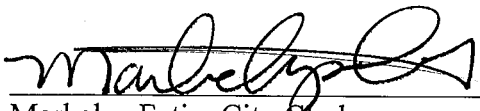
\$29,972.43, and authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to execute the Service Agreement, a copy of which is attached hereto and made a part hereof as Exhibit "1", and any other documents necessary to give effect to the intent of the parties as set forth in the terms of the agreement.

PASSED AND ADOPTED this 27 day of November, 2018.


Vivian Casals-Muñoz
Council President

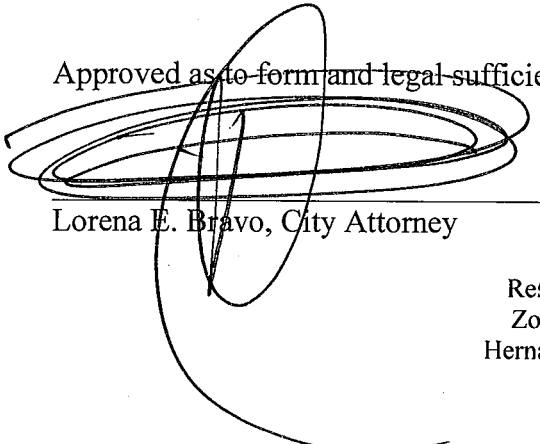
Attest:

Approved on this 6 day of December, 2018.


Marbelys Fatjo, City Clerk


Mayor Carlos Hernandez

Approved as to form and legal sufficiency:


Lorena E. Bravo, City Attorney

Resolution was adopted by a 6-0-1 vote with Councilmembers, Zogby, Lozano, Casáls-Munoz, Garcia-Martinez, Cue-Fuente, Hernandez, voting "Yes" and with Councilmember Caragol absent.



MOTOROLA SOLUTIONS

1299 E Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

SERVICE AGREEMENT

Contract Number: USC000020750
Contract Modifier: R29-APR-18 18:56:53

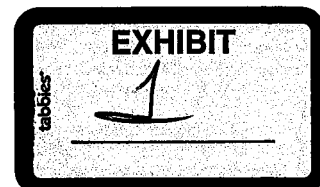
Date: 28-JUN-2018

Company Name: Hialeah, City Of
Attn.: Mayra Acosta
Billing Address: PO Box 110040
City, State, Zip Code: Hialeah, FL 33011
Customer Contact: Carlos Coronel
Phone: 305-883-5821

P.O.#: N/A
Customer #: 1035747792
Bill to Tag#: 0002
Contract Start Date: 01-OCT-2018
Contract End Date: 30-SEP-2019
Payment Cycle: MONTHLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****	\$29,972.43	\$359,669.15
			Sub Total	\$29,972.43
			Taxes	\$0.00
			Grand Total	\$29,972.43
				\$359,669.15
<p>SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS</p> <p>TOTAL CONTRACT INCLUDES: DISPATCHING, TECHNICAL SUPPORT, INFRASTRUCTURE REPAIR, ON SITE RESPONSE, PREVENTATIVE MAINTENANCE, RADIO REPAIR, AND MICROWAVE SUPPORT.</p> <p>MOTOROLA WILL PROVIDE COMMERCIALY REASONABLE EFFORTS TO REPAIR THE END OF LIFE SMARTNET RADIO SYSTEM, AND MICROWAVE SUBJECT TO AVAILABILITY OF PARTS.</p> <p>***The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If the City does not provide to MSI a valid, executed contract renewal including a hard copy Purchase Order no later than Nov 30, 2018 a one-time administrative fee equal to 5% of the subsequent years annual contract rate will be billed to the City upon reestablishment of the expired service contract. Pricing on the 5% Administration fee once delinquent = \$18,489.00***</p>				
<p>THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS</p>				

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.



AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

MATT BRENNEMAN

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

Company Name : Hialeah, City Of
Contract Number : USC000020750
Contract Modifier : R29-APR-18 18:56:53
Contract Start Date : 01-OCT-2018
Contract End Date : 30-SEP-2019

Customer Name: City of Hialeah

Start Date: 10/1/2018

Contract Number: USC000020750

Qty Infrastructure Equipment

30	Quantar Repeaters
12	Gold Elite Consoles (7 Main / 5 Back Up)
1	Tadiran Microwave System
3	Quantar Repeater (800mhz Conventional)
1	Quantar Repeater (UHF Conventional) CH1
1	Quantar Repeater (UHF Conventional) CH2
1	MOSCAD System (3 Sites/ 2 GMC Terminals)
3	Trak GPS Units
5	MTC3600 Controllers

Qty Subscriber Equipment Covered

1	APX7500 Console
17	APX7000 Portables
18	APX7500 Mobiles
162	APX6500 Mobiles

MOTOROLA WILL PROVIDE COMMERCIALY REASONABLE EFFORTS TO REPAIR THE END OF LIFE SMARTNET RADIO SYSTEM, AND MICROWAVE SUBJECT TO AVAILABILITY OF PARTS. DUE TO THE AGE OF THE EQUIPMENT THERE ARE NO GUARANTEES.

Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola") and Hialeah ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses. Any charges or expense for unusual access requirements require advanced written approval by the customer.

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify

this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement and identified or marked as proprietary by Motorola will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned and identified or marked a proprietary by Motorola at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.8 This agreement shall be for a term of twelve (12) months (Oct 1, 2018 through Sept 30, 2019) unless written notification of intent to cancel the agreement with 30 days notice is provided by the City of Hialeah. Upon cancellation, the City shall have no further obligations, payments or otherwise, unless expressly provided for herien, and this Agreement shall be terminated.

Custom Support Agreement

**City of Hialeah
SmartNet Legacy
Radio System**

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the Services Agreement or other signed agreement between Motorola Solutions, Inc. (Motorola) and Customer ("Agreement") and is subject to the terms and conditions set forth in the Agreement.

Custom Support Agreement Description

A Custom Support Agreement is designed for customers operating their SmartNet or SmartZone 4.1 system beyond December 31, 2016 ("End of Support Date") by extending support service for a limited time while preparing for system migration. By entering into this Agreement, Customer agrees to migrate to a release that is within the Standard Support Period of the Software Support Policy by the end of the Custom Support Agreement Term.

The services described in this SOW will be performed in accordance with the Customer Support Plan (CSP) agreed upon by the parties.

The CSP will define the system elements covered under this agreement. The division of responsibilities between Motorola and Customer shall be defined and documented in the Appendices of this SOW, the CSP and other portions of the Agreement.

Customer Support Plan (CSP)

Since individual customer technologies, systems, operating environments and operational capabilities differ, the outlined services approach in the Custom Support Agreement SOW will be adapted to each Customer's own environment and unique needs via the CSP: The CSP is a critical component of this SOW and, once created, will automatically become integrated into this SOW by this reference. Motorola and Customer will collaborate to define the Customer-specific processes, procedures, network information, and other relevant support details required to perform the Services set forth in the Custom Support Agreement SOW.

Scope

Services available under this Custom Support Agreement include: Technical Support, Network Hardware Repair, On-Site Support and Preventive Maintenance. Each of these services are expanded upon in the appendices A, B, C and D.

This agreement provides an extension of support services on an annual basis beyond the end date of the Customer's current service contract term.

MSI reserves the right to review this agreement annually to determine the viability of any and all support services contained in this agreement. MSI further reserves the right to reduce the scope of any service and/or any associated Service Level Agreements (SLAs) at any time without approval from the Customer. This contract will not auto-renew without a written agreement between MSI and the Customer.

Due to the age of the SmartNet or Smartzone 4.1 system, all Services are provided using commercially reasonable efforts, and without guarantee that these services will resolve problems or restore operation of the network or products. Motorola Solutions reserves the right to cancel a service without notice which may become unavailable due to non-recoverable equipment failure.

Software and hardware defect repair is limited to known issues under this Custom Support Agreement. Resolution to new defects requires the Customer to migrate to a currently supported technology platform and system release. No root cause analysis will be provided as part of this agreement. Software updates, system expansions, security patching and security monitoring are not provided under the Custom Support Agreement.

See each individual services section for corresponding Service Level Agreements (SLAs), Limitations, and Exclusions.

Appendix A: Technical Support Statement of Work

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions System Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

1.1 Description of Technical Support Services

Motorola Solutions System Support Center's (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's currently-supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Severity 1 Incidents. Technical Support availability for severity 2, 3 and 4 incidents is outlined in the Severity Level Response Time Goals. Calls requiring incidents or service requests will be logged in Motorola's Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed Severity Level Definitions stated in this document.

Motorola will track the progress of each case from initial capture to resolution. Motorola will advise and inform the customer of the case progress and tasks that require further investigation and assistance from the customer's technical resources.

This service requires the customer to provide a suitably trained technical resource that delivers maintenance and support to the customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.2 Scope

Technical Support service is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Severity 1 Incidents. See Severity Level Definitions.

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

- 1.4.1 Emergency on-site visits required to resolve technical issues.
- 1.4.2 Customer training.
- 1.4.3 Hardware repair.
- 1.4.4 Network transport management
- 1.4.5 Motorola services not included in this statement of work.
- 1.4.6 Any maintenance required as a result of a virus or unwanted intrusion is excluded.

1.5 Motorola has the following responsibilities:

- 1.5.1. Provide availability to the Motorola Solutions System Support Center (800-221-7144), 24 hours a day, 7 days a week to respond to Customer's requests for Severity 1 support. Refer to Severity Level Response Time Goals for Severity 2, 3 and 4 response times.
- 1.5.2. Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the Severity Level Response Time Goals section of this document and the severity level defined in the Severity Level Definitions section of this document.
- 1.5.3. Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment. Under the Custom Support Agreement, Technical Support Services will be delivered using commercially reasonable efforts and without guarantee that these services will resolve problems or restore operation of the network or products.
- 1.5.4. Maintain communication with the customer in the field as needed until resolution of the case
- 1.5.5. Coordinate technical resolutions with agreed-upon third-party vendors, as needed, depending on reasonable availability of third-party support.
- 1.5.6. Manage functionally escalated support issues to additional Motorola technical resources, as applicable.
- 1.5.7. Determine, in its sole discretion, when a case requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

1.6. The Customer has the following responsibilities:

- 1.6.1. Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).

1.6.2. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.6.3. Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.

1.6.4. Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.

1.6.5. Supply suitably skilled and trained on-site presence when requested by the SSC.

1.6.6. Validate issue resolution prior to close of the case in a timely manner.

1.6.7. Acknowledge that cases will be handled in accordance with the times and priorities as defined in the Severity Level Definitions and in the Severity Level Response Time Goals section in this document.

1.6.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support.

1.6.9 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services consist of: Voice, data or network management).</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Less than 33% of call processing resources impaired <input type="checkbox"/> Failure of a single redundant component
Severity 4	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. <input type="checkbox"/> Faults that have no impact in how the user perceives the system to work. <input type="checkbox"/> Cosmetic issues. <input type="checkbox"/> Requests for information.

Severity Level Response Time Goals

The response times are based on the defined severity levels as follows:

Severity Level	Response Time Goals
Severity 2	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 4	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

Appendix B: Network Hardware Repair Statement of Work

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

1.1 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.2 Scope

Repair Authorizations are obtained by contacting the System Support Center (SSC) which is available 24 hours a day, 7 days a week.

Repair authorizations can also be obtained online via Motorola Online at <https://businessonline.motorolasolutions.com>, under Repair Status/Submit Infrastructure RA.

1.3 Inclusions

Network Hardware Repair is available on Motorola sold communication systems which may include some aspect of third party hardware and software. Motorola will make a commercially reasonable effort to repair Motorola manufactured infrastructure products for seven years after product cancellation.

1.4 Exclusions

If infrastructure is no longer supported by Motorola, the original equipment manufacturer or a third party vendor, Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair:

1.4.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.

1.4.2. All Third party infrastructure hardware over two (2) years from product cancellation date.

1.4.3 All Broadband infrastructure hardware over three (3) years from product cancellation date

1.4.4 Physically damaged infrastructure.

1.4.5 Third party equipment not shipped by Motorola

1.4.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.

1.4.7 Video retrieval from Digital In-Car Video equipment.

1.4.8 Infrastructure backhaul such as: Antennas, Antenna Dehydrator, Microwave¹, Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS¹

1.4.9 Test equipment.

1.4.10. Racks, furniture and cabinets.

1.4.11. Firmware and/or software upgrades for Motorola, Third Party or Broadband infrastructure.

¹ Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Note! Excludes batteries and on-site services

1.5 Motorola has the following responsibilities:

1.5.1 Enable Customer access to the Motorola call Center operational 24 hours a day, 7 days per week, to create requests for repair service.

1.5.2 Provide repair return authorization numbers when requested by Customer.

1.5.3 Receive malfunctioning infrastructure from Customer and document its arrival, repair and return.

1.5.4 Perform the following service on Motorola infrastructure using a commercially reasonable effort:

1.5.4.1 Perform an operational check on the infrastructure to determine the nature of the problem.

1.5.4.2 Replace malfunctioning Field Replacement Units (FRU) or components.

1.5.4.3 Verify that Motorola infrastructure is returned to Motorola manufactured specifications when possible.

1.5.4.4 Perform a box unit test on all serviced infrastructure.

1.5.4.5 Perform a system test on select infrastructure.

1.5.5 Provide the following service on select third party infrastructure subject to availability of third-party support and parts:

1.5.5.1 Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair.

1.5.5.2 Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service.

1.5.5.3 Track infrastructure sent to the original equipment manufacturer or third party vendor for service.

1.5.5.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration.

1.5.5.5 Re-program repaired infrastructure to original operating parameters based on software/firmware provided by customer as required by section 1.6.7. If the customer software version/configuration is not provided, shipping times will be delayed. If the Infrastructure repair depot determines that the malfunctioning infrastructure is due to a software defect, the repair depot reserves the right to reload infrastructure with a similar software version.

1.5.5.6 Properly package repaired infrastructure.

1.5.5.7 Ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.6 The Customer has the following responsibilities:

1.6.1 Contact or instruct Servicer to contact the Motorola Solutions System Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure.

1.6.2 Provide model description, model number and serial number, type of system, software and firmware version, symptom of problem and address of site location for FRU or infrastructure.

1.6.3 Indicate if infrastructure or third party infrastructure being sent in for service was subjected to physical damage or lightning damage.

1.6.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.6.5 Provide Customer purchase order number to secure payment for any costs described herein that are outside the scope of the existing Agreement between Motorola and Customer to which this SOW is attached.

1.6.6 Properly package and ship the malfunctioning FRU, at customer's expense. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition.

1.6.6.1 Clearly print the return authorization number on the outside of the packaging.

1.6.7. Maintain versions and configurations for software/applications and firmware to install repaired equipment.

1.6.8 Provide Motorola with proper software/firmware information to reprogram equipment after repair unless current software has caused this malfunction.

1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

1.6.10 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

Appendix C: OnSite Support Statement of Work

Motorola's OnSite Support service provides case management and escalation for onsite technical service requests. The service is delivered by the Motorola Solutions System Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening a case for onsite support and monitoring the status of that case to maintain response time conformance.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Services

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Severity Levels set forth in Severity Level Definitions table and Response times set forth in Severity Level Response Time Goals table in order to restore the system.

Motorola will provide case management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and case closure. The SSC will continuously track and manage cases from creation to close through an automated case tracking process.

1.1 Scope

OnSite Support is available 24 hours a day, 7 days a week in accordance with Severity Level Definitions and Severity Level Response Time Goals tables.

1.2 Inclusions

Onsite Support can be delivered on Motorola-sold infrastructure.

2.0 Motorola has the following responsibilities:

- 2.1. Receive service requests.
- 2.2. Create a case as necessary when service requests are received. Gather information to characterize the issue, determine a plan of action and assign and track the case to resolution.
- 2.3. Dispatch a field servicer ("Servicer") as required by Motorola's standard procedures and provide necessary case information.

- 2.4. Provide the required personnel access to relevant customer information as needed.
 - 2.5. Servicer will perform the following on-site:
 - 2.6. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).
 - 2.7. Replace defective Infrastructure or FRU, as supplied by customer.
 - 2.8. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.
 - 2.9. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.
 - 2.10. Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan. If verification by customer cannot be completed within 20 minutes of restoration, the case will be closed and the Servicer will be released.
 - 2.11. Escalate the case to the appropriate party upon expiration of a response time.
 - 2.12. Close the case upon receiving notification from customer or servicer, indicating the case is resolved.
 - 2.13. Notify customer of case status as defined by the Customer Support Plan:
 - 2.13.1 Open and closed; or
 - 2.13.2 Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.
 - 2.14. Provide Case activity reports to customer if requested.
- 3.0 Customer has the following responsibilities:
- 3.1. Contact Motorola, as necessary, to request service.
 - 3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):
 - 3.2.1. Case notification preferences and procedure.
 - 3.2.2. Repair verification preference and procedure.
 - 3.2.3. Database and escalation procedure forms.
 - 3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).
 - 3.3. Provide the following information when initiating a service request:
 - 3.3.1. Assigned system ID number.
 - 3.3.2. Problem description and site location.
 - 3.3.3. Other pertinent information requested by Motorola to open a case.
 - 3.4. Allow Servicers access to equipment.
 - 3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system.
 - 3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.
 - 3.7. Maintain and store in an easily accessible location proper system backups.
 - 3.8. For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a

system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.

- 3.9 Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.
- 3.11. Obtain and provide applicable third party consents or licenses at Customer cost to enable Motorola to provide the Services.

Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services consist of: Voice, data or network management).</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Less than 33% of call processing resources impaired <input type="checkbox"/> Failure of a single redundant component
Severity 4	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. <input type="checkbox"/> Faults that have no impact in how the user perceives the system to work. <input type="checkbox"/> Cosmetic issues. <input type="checkbox"/> Requests for information.

Severity Level Response Time Goals

The response times are based on the defined severity levels as follows:

Severity Level	Response Time Goals
Severity 2	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 4	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

Appendix D: Annual Preventive Maintenance Statement of Work

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Annual Preventive Maintenance will provide an annual operational test and alignment, on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment or "FNE") to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, Motorola will provide an additional quotation. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated third party products per the level of service as defined in PM Tasks Performed table.

1.3 Limitations and Exclusions

Unless specifically described in Table 1, the following activities are outside the scope of the Annual Preventive Maintenance service, but are optional services that are available to Annual Preventive Maintenance customers at an additional cost:

- 1.3.1. Emergency on-site visits required to resolve technical issues.
- 1.3.2. Third party support for equipment not sold by Motorola as part of the original system.
- 1.3.3. System installations, upgrades, and expansions.
- 1.3.4. Customer training.
- 1.3.5. Hardware repair and/or exchange.
- 1.3.6. Network security services.
- 1.3.7. Network transport.
- 1.3.8. Information Assurance.
- 1.3.9. Motorola services not included in this statement of work.
- 1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded. If the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.
- 1.3.11. Tower mapping analysis or tower structure analysis

1.4 Motorola has the following responsibilities:

- 1.4.1 Notify the customer of any planned system downtime needed to perform this Service.
- 1.4.2 Advise customer of any issue that requires immediate attention.
- 1.4.3 Maintain communication with the customer as needed until completion (“resolution” implies a problem is being fixed) of the Annual Preventive Maintenance.
- 1.4.4 Determine, in its sole discretion, when a case requires more than the Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.
- 1.4.5 Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment TBD.
- 1.4.6 Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance service.

1.5 The Customer has the following responsibilities:

- 1.5.1 Provide preferred schedule for Annual Preventive Maintenance to Motorola.
- 1.5.2 Authorize and acknowledge any scheduled system downtime.
- 1.5.3 Maintain periodic backup of databases, software applications, and firmware.
- 1.5.4 Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.
- 1.5.5 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.5.6 Provide site escorts in a timely manner if required.
- 1.5.7 Provide Motorola with requirements necessary for access to secure facilities.
- 1.5.8 Obtain at Customer’s cost all third party consents or licenses required to enable Motorola to provide the Service.

PM Tasks Performed

Repeater(s) (Quantar Only), Control Station(s)	Transmitter modulation,
	RF power output/reflected
	RF Frequency Measured/adjusted
	Receiver Sensitivity Measured/Adjusted
	Audio Input & Output Levels
	Combiner & Circulator Loss
	Receiver Desense (Full Duplex Only)
	Check Power Supply Voltages
Consoles Positions/Remotes (Gold Elite CRT only - no Button & LED)	Audio Input & Output Levels
	Ethernet Operation
	CEB PS Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB Signal Levels
	Wiring and Grounding for each Position
	Check and Clean keyboards, CPU. CRT's
	CEB Diagnostics
Central Controllers, DIGITAC Comparators	Central Controller and Power Supplies

	T Bar Switched
	Simulcast Controller
	Simulcast Remote Controller
	Distribution Amp
	DIGITAC Comparator
	Receiver Multi-Couplers
	Check for receiver to Comparator audio path. Check to see if equalization is required.
	Check for proper audio to Status Tone ratio
	Confirm that all Receiver RX Notch Filters are either IN or OUT
GPS	Roll to Redundant Receive Reference Module
	Frequency Standards (check 1 PPS, 5 MPPS, composite)
	Check Power Supply Voltages
Site Equipment	Audio Network Analyzer (Simulcast Only)
	Baseline Database Server (Simulcast Only)
	System Manager Terminal
	Site Test/System Calibration Equipment



Statement of Work

Service From the Start - LITE

1.0 Description

Service From the Start- LITE provides board level service for the Equipment that is specifically named in the applicable agreement to which this Statement of Work (SOW) is attached or any of the agreement's subsequent revisions. Services are performed at the Radio Support Center (RSC) or Federal Technical Support Center.

In addition to Equipment specifically named in the applicable agreement to which this Statement of Work is attached, Service From the Start- LITE includes service on single mobile control heads provided that they are required for normal operation of the Equipment and are included at the point of manufacture.

Service From the Start LITE excludes repairs to: optional accessories; standard mobile palm microphones; non-standard mobile microphones; iDEN accessories; iDEN mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; single and multiple unit portable chargers; batteries; mobile power and antenna cables; mobile antennas; portable antennas, and power supplies. Engraving service is not covered under standard Service From the Start LITE. This service does not cover defects, malfunctions, performance failures or damage to the unit resulting from physical, liquid, or chemical damage. An estimate for non-covered repairs will be provided for units displaying extensive damage.

Service From the Start LITE is non-cancelable and non-refundable. If Equipment is added to the agreement subsequent to the Start Date, these units are also non-cancelable and non-refundable for the agreement duration. All added Equipment must be in "good working order" on the Start Date or when additional Equipment is added to the agreement. To ensure "good working order", added equipment will incur a time and material (T&M) repair fee if a repair is requested on that equipment within 30 days after being added to the agreement. Equipment may only be added to the agreement, via a customer signed or emailed Motorola Inventory Adjustment Form (IAF). Complete and accurate serial numbers and model descriptions must be supplied or the added unit will not be included under the agreement and will incur a T&M repair fee.

All inventory adjustment requests for add-on subscriber units received prior to the 15th of the month will be effective the 1st of the following month. Equipment add-on requests received after the 15th of the month will be effective the 1st of the next succeeding month.

Equipment deletions from the agreement may only be deleted under the following limited conditions:

- Equipment was stolen and proof of theft is provided to Motorola.
- Motorola determines Equipment is damaged beyond repair.
- Motorola determines Equipment is no longer supportable or is obsolete.
- Equipment has already been under a previous contract for at least the twelve month requirement.

Equipment deletions, where applicable, will be effective at the end of the month in which the request was received.

The terms and conditions of this Statement of Work are an integral part of the Motorola service agreement or other applicable agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of the Motorola service agreement or other applicable agreement and this Statement of Work, the provisions of this Statement of Work shall prevail.

2.0 Motorola has the following responsibilities:

- 2.1 Test and Restore the Equipment to Motorola factory specifications, including Factory Mutual (FM), and Mine Hazard Safety Association (MHSA).
- 2.2 Reprogram Equipment to original operating parameters based on the Customer template, if retrievable, or from a Customer supplied backup diskette. If the Customer template is not usable, a generic template or code plug utilizing the latest Radio Service Software (RSS) or Customer Programming Software (CPS) version for that Equipment will be used. The Equipment will require additional programming by the



Customer to restore the original template. All Firmware is upgraded to the latest release for each individual product line.

- 2.3 Clean external housing of the Equipment. External components of unit will only be replaced when functionality has been diminished.
 - 2.4 Pay the outbound freight charges for next day shipping. Motorola will pay the inbound freight charges if the Customer uses the Motorola designated delivery service.
 - 2.5 Provide Customer with the Motorola repair request form and Inventory Adjustment Form (IAF).
 - 2.6 Perform covered services as requested by Customer on the Motorola repair request form.
 - 2.7 Process inventory adjustment requests received by email or fax from Customer. If the request is received by email, Motorola will email an acknowledgement to the sender.
 - 2.8 If applicable, notify Customer of changes in Motorola designated inventory adjustment email address or fax number.
- 3.0 Customer has the following Responsibilities:
- 3.1 Supply Motorola complete and accurate serial numbers and model description.
 - 3.2 Utilize the Motorola designated delivery service program to obtain Motorola payment for inbound shipping.
 - 3.3 Access the Motorola repair request form and Inventory Adjustment Form (IAF) through Motorola On Line (MOL).
 - 3.4 Initiate service request via Motorola On Line (MOL) or complete a Motorola repair request form with contract number referenced, and submit it with each unit of Equipment sent in for service. Mobile control heads or accessory items sent in must reference the serial number of the main unit.
 - 3.5 If desired, supply Motorola with a Software template or programming in order to assist in returning the Equipment to original operating parameters. This step must be completed for Equipment that will not power up. If applicable, record the current flashcode for each radio.
 - 3.6 If Motorola must utilize a generic template or code plug to Restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameters.
 - 3.7 Provide a signed or emailed Motorola Inventory Adjustment Form (IAF) for all Equipment additions.
 - 3.8 Local services or annual maintenance required for maintaining normal operation of the equipment, unless specified on the service agreement.



Statement of Work

SP-Microwave Service Repair

1.0 Description of Services

Microwave Service Repair is a repair service provided by the Servicer for the Microwave equipment named on the Customer Equipment list. At the Servicer's discretion and responsibility, Infrastructure may be sent to Motorola, original equipment manufacturer, third party vendor, or other facility for repair.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola Servicer has the following responsibilities:

- 2.1. Repair or replace Infrastructure at the Servicer facility or Customer location as determined by Servicer. Any replaced FRU will be of a similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning FRU(s). Servicer is responsible for travel costs to a Customer location to repair Infrastructure.
- 2.2. Perform the following on Microwave Infrastructure:
 - 2.2.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2.2.2. Repair or replace malfunctioning FRU, as determined by Servicer.
 - 2.2.3. Verify that Infrastructure is returned to manufactured specifications.
- 2.3. Provide the following service on select third party Infrastructure
 - 2.3.1. Perform pre-diagnostic and repair service to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.3.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service. Servicer is responsible for all shipping and handling charges.
 - 2.3.3. Coordinate and track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
- 2.4. Re-program Infrastructure to original operating parameters based on templates provided by Customer required by Section 3.2. If the Customer template is not provided or is not reasonably usable, a standard default template will be used. The Servicer will provide the standard template.
- 2.5. Notify the Customer upon completion of repair or replacement.
- 2.6. Properly package, return ship or hand deliver Infrastructure to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.

3.0 Customer has the following responsibilities:

- 3.1. Contact Servicer and provide the following information:
 - 3.1.1. Provide customer name, address of site location, and symptom of problem.
 - 3.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.
- 3.2. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.
- 3.3. Provide spare board inventory to be used to bring system back on line while defective unit is being repaired.

City of Hialeah Subscriber Equipment

ITEM	TYPE OF RADIO	MODEL	SERIAL	Agency
1	APX7500 Consolette	L30KSS9PW1AN	761CNF0196	Dispatch

1	APX7000XE	H49TGD9PW1AN	562CND0619	Fire Department
2	APX7000XE	H49TGD9PW1AN	562CND0620	Fire Department
3	APX7000XE	H49TGD9PW1AN	562CND0621	Fire Department
4	APX7000XE	H49TGD9PW1AN	562CND0622	Fire Department
5	APX7000XE	H49TGD9PW1AN	562CND0623	Fire Department
6	APX7000XE	H49TGD9PW1AN	562CNP1139	Fire Department
7	APX7000XE	H49TGD9PW1AN	562CNP1140	Fire Department
8	APX7000XE	H49TGD9PW1AN	562CNP1141	Fire Department
9	APX7000XE	H49TGD9PW1AN	562CNP1142	Fire Department
10	APX7000XE	H49TGD9PW1AN	562CNP1143	Fire Department
11	APX7000XE	H49TGD9PW1AN	562CNP1144	Fire Department
12	APX7000XE	H49TGD9PW1AN	562CNP1145	Fire Department
13	APX7000XE	H49TGD9PW1AN	562CNP1146	Fire Department
14	APX7000XE	H49TGD9PW1AN	562CNP1147	Fire Department
15	APX7000XE	H49TGD9PW1AN	562CNP1148	Fire Department
16	APX7000XE	H49TGD9PW1AN	562CNP1149	Fire Department
17	APX7000XE	H49TGD9PW1AN	562CNP1150	Fire Department

1	APX7500 M30TSS9PW1AN	656CNT0649	Fire Department
2	APX7500 M30TSS9PW1AN	656CNT0650	Fire Department
3	APX7500 M30TSS9PW1AN	656CNT0644	Fire Department
4	APX7500 M30TSS9PW1AN	656CNT0645	Fire Department
5	APX7500 M30TSS9PW1AN	656CNT0646	Fire Department
6	APX7500 M30TSS9PW1AN	656CNT0647	Fire Department
7	APX7500 M30TSS9PW1AN	656CNT0648	Fire Department
8	APX7500 M25URS9PW1AN	527CPV4374	Fire Department
9	APX7500 M30URS9PW1AN	656CPM0732	Police Department
10	APX7500 M30URS9PW1AN	656CPM0733	Police Department
11	APX7500 M30URS9PW1AN	656CPM0734	Police Department
12	APX7500 M30URS9PW1AN	656CPM0735	Police Department
13	APX7500 M30URS9PW1AN	656CPM0736	Police Department
14	APX7500 M30URS9PW1AN	656CPM0737	Police Department
15	APX7500 M30URS9PW1AN	656CPM0738	Police Department
16	APX7500 M30URS9PW1AN	656CPM0739	Police Department
17	APX7500 M30URS9PW1AN	656CPM0740	Police Department
18	APX7500 M30URS9PW1AN	656CPM0741	Police Department

1	APX6500	M25URS9PW1AN	527CRZ4381	Public Works
2	APX6500	M25URS9PW1AN	527CRZ4382	Public Works
3	APX6500	M25URS9PW1AN	527CRZ4383	Public Works
4	APX6500	H97TGD9PW1AN	655CNF1822	Police Department
5	APX6500	M25URS9PW1AN	527CQB1077	Police Department
6	APX6500	M25URS9PW1AN	527CQB1078	Police Department
7	APX6500	M25URS9PW1AN	527CQB1079	Police Department
8	APX6500	M25URS9PW1AN	527CQB1080	Police Department
9	APX6500	M25URS9PW1AN	527CNP2875	Police Department
10	APX6500	M25URS9PW1AN	527CNP2876	Police Department
11	APX6500	M25URS9PW1AN	527CNP2877	Police Department
12	APX6500	M25URS9PW1AN	527CNP2878	Police Department
13	APX6500	M25URS9PW1AN	527CNP2879	Police Department
14	APX6500	M25URS9PW1AN	527CNP2880	Police Department
15	APX6500	M25URS9PW1AN	527CNP2881	Police Department

74	APX6500	M25URS9PW1AN	527CNP2920	Police Department
75	APX6500	M25URS9PW1AN	527CNP2921	Police Department
76	APX6500	M25URS9PW1AN	527CNP2922	Police Department
77	APX6500	M25URS9PW1AN	527CNP2923	Police Department
78	APX6500	M25URS9PW1AN	527CNP2924	Police Department
79	APX6500	M25URS9PW1AN	527CNP2925	Police Department
80	APX6500	M25URS9PW1AN	527CNP2926	Police Department
81	APX6500	M25URS9PW1AN	527CNP2927	Police Department
82	APX6500	M25URS9PW1AN	527CNP2928	Police Department
83	APX6500	M25URS9PW1AN	527CNP2929	Police Department
84	APX6500	M25URS9PW1AN	527CNP2930	Police Department
85	APX6500	M25URS9PW1AN	527CNP2931	Police Department
86	APX6500	M25URS9PW1AN	527CNP2932	Police Department
87	APX6500	M25URS9PW1AN	527CNP2933	Police Department
88	APX6500	M25URS9PW1AN	527CNP2934	Police Department
89	APX6500	M25URS9PW1AN	527CNP2895	Police Department
90	APX6500	M25URS9PW1AN	527CNP2896	Police Department
91	APX6500	M25URS9PW1AN	527CNP2897	Police Department
92	APX6500	M25URS9PW1AN	527CNP2898	Police Department
93	APX6500	M25URS9PW1AN	527CNP2899	Police Department
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95	APX6500	M25URS9PW1AN	527CNP2901	Police Department
96	APX6500	M25URS9PW1AN	527CNP2902	Police Department
97	APX6500	M25URS9PW1AN	527CNP2903	Police Department
98	APX6500	M25URS9PW1AN	527CNP2904	Police Department
99	APX6500	M25URS9PW1AN	527CNP2905	Police Department
100	APX6500	M25URS9PW1AN	527CNP2906	Police Department
101	APX6500	M25URS9PW1AN	527CNP2907	Police Department
102	APX6500	M25URS9PW1AN	527CNP2908	Police Department
103	APX6500	M25URS9PW1AN	527CNP2909	Police Department
104	APX6500	M25URS9PW1AN	527CNP2910	Police Department
105	APX6500	M25URS9PW1AN	527CNP2911	Police Department
106	APX6500	M25URS9PW1AN	527CNP2912	Police Department
107	APX6500	M25URS9PW1AN	527CNP2913	Police Department
108	APX6500	M25URS9PW1AN	527CNP2914	Police Department
109	APX6500	M25URS9PW1AN	527CNP2828	Police Department
110	APX6500	M25URS9PW1AN	527CNP2829	Police Department
111	APX6500	M25URS9PW1AN	527CNP2830	Police Department
112	APX6500	M25URS9PW1AN	527CNP2831	Police Department
113	APX6500	M25URS9PW1AN	527CNP2832	Police Department
114	APX6500	M25URS9PW1AN	527CNP2833	Police Department
115	APX6500	M25URS9PW1AN	527CNP2834	Police Department
116	APX6500	M25URS9PW1AN	527CNT0806	Police Department
117	APX6500	M25URS9PW1AN	527CNT0807	Police Department
118	APX6500	M25URS9PW1AN	527CNT0808	Police Department
119	APX6500	M25URS9PW1AN	527CNT0809	Police Department
120	APX6500	M25URS9PW1AN	527CNZ3447	Police Department
121	APX6500	M25URS9PW1AN	527CNZ3448	Police Department
122	APX6500	M25URS9PW1AN	527CNZ3449	Police Department
123	APX6500	M25URS9PW1AN	527CNZ3450	Police Department
124	APX6500	M25URS9PW1AN	527CNZ3451	Police Department
125	APX6500	M25URS9PW1AN	527CNZ3452	Police Department
126	APX6500	M25URS9PW1AN	527CNZ3453	Police Department
127	APX6500	M25URS9PW1AN	527CNZ3454	Police Department
128	APX6500	M25URS9PW1AN	527CNZ3455	Police Department
129	APX6500	M25URS9PW1AN	527CNZ3456	Police Department
130	APX6500	M25URS9PW1AN	527CNZ3457	Police Department
131	APX6500	M25URS9PW1AN	527CNZ3458	Police Department

132	APX6500	M25URS9PW1AN	527CNZ3459	Police Department
133	APX6500	M25URS9PW1AN	527CNZ3460	Police Department
134	APX6500	M25URS9PW1AN	527CNZ3461	Police Department
135	APX6500	M25URS9PW1AN	527CNZ3462	Police Department
136	APX6500	M25URS9PW1AN	527CNZ3463	Police Department
137	APX6500	M25URS9PW1AN	527CNZ3464	Police Department
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143	APX6500	M25URS9PW1AN	527CNZ3470	Police Department
144	APX6500	M25URS9PW1AN	527CNZ3471	Police Department
145	APX6500	M25URS9PW1AN	527CNZ3472	Police Department
146	APX6500	M25URS9PW1AN	527CNZ3473	Police Department
147	APX6500	M25URS9PW1AN	527CNZ3474	Police Department
148	APX6500	M25URS9PW1AN	527CNZ3475	Police Department
149	APX6500	M25URS9PW1AN	527CNZ3476	Police Department
150	APX6500	M25URS9PW1AN	527CNZ3477	Police Department
151	APX6500	M25URS9PW1AN	527CNZ3478	Police Department
152	APX6500	M25URS9PW1AN	527CNZ3479	Police Department
153	APX6500	M25URS9PW1AN	527CNZ3480	Police Department
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156	APX6500	M25URS9PW1AN	527CNZ3483	Police Department
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159	APX6500	M25URS9PW1AN	527CNZ3486	Police Department
160	APX6500	M25URS9PW1AN	527CNZ3487	Police Department
161	APX6500	M25URS9PW1AN	527CNZ3488	Police Department
162	APX6500	M25URS9PW1AN	527CQB1076	Police Department